## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ALABAMA

MARTIN LAWRENCE HALL,

Plaintiff.

v.

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation, THE AEGIS TECHNOLOGIES GROUP, INC., SHORT AND LONG TERM DISABILITY INSURANCE PLAN, an Employee Welfare Benefit Plan, and THE AEGIS TECHNOLOGIES GROUP, INC., a corporation,

Defendants.

Case No.: 5:19-cv-00335-MHH

Removed from the Twenty-Third Judicial Circuit of Madison County, Alabama, Case No. 47-CV-2019-900138

## STIPULATION OF DISMISSAL WITH PREJUDICE OF DEFENDANTS THE AEGIS TECHNOLOGIES GROUP, INC. SHORT AND LONG TERM DISABILITY INSURANCE PLAN AND THE AEGIS TECHNOLOGIES GROUP, INC.

Plaintiff Martin Lawrence Hall ("Plaintiff"), Defendant The Prudential Insurance

Company of America ("Prudential"), Defendant The AEgis Technologies Group, Inc. Short and

Long Term Disability Insurance Plan ("the Plan"), and Defendant The AEgis Technologies

Group, Inc. ("AEgis") (collectively "the Parties"), through their respective counsel, hereby

stipulate to the following:

1. The Parties acknowledge that the Plan and AEgis are not necessary parties to this action because the benefits at issue are fully insured by Prudential, and Prudential will be responsible for payment of any benefits awarded, as well as interest and attorneys' fees, if any.

- 2. The foregoing statement shall not be interpreted as an admission by Prudential that Plaintiff's allegations have any merit. Rather, Prudential continues to deny all such allegations.
- 3. Prudential will not defend against Plaintiff's claim and/or cause of action under 29 U.S.C. § 1132(a)(1)(B), by asserting that the Plan or AEgis is at fault or is a necessary party to this action.
- 4. The Parties agree that all claims against the Plan and AEgis should be dismissed with prejudice and without an award of fees or costs to any party.

Wherefore, the Parties stipulate that the Plan and AEgis should be dismissed from this lawsuit with prejudice and without an award of fees or costs to any party and request that the Plan and Aegis be removed from the caption of this matter.

By: /s/ Jonathan R. Little

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Attorney for Plaintiff

Attorneys for Defendants The AEgis Technologies Group, Inc. Short and Long Term Disability Insurance Plan and The AEgis Technologies Group, Inc.

March, 2019:

DATED: March 7, 2019

**CERTIFICATE OF SERVICE** 

The undersigned attorney hereby certifies that he caused a copy of the foregoing STIPULATION OF DISMISSAL WITH PREJUDICE OF DEFENDANTS THE AEGIS TECHNOLOGIES GROUP, INC. SHORT AND LONG TERM DISABILITY INSURANCE PLAN AND THE AEGIS TECHNOLOGIES GROUP, INC. to be served upon the following counsel of record by the Court's ECF system and U.S. Mail postage prepaid, this 7<sup>th</sup> day of

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/s/ Jonathan R. Little

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